

R.TITTER ROOFING, LLC

600 S. Ridley Creek Road
Media, PA 19063

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PA Contractor's Registration # PA019966

March 30, 2011

Rudner Real Estate
131-A Gaither Drive
Mt. Laurel, NJ 08054

RE: Circuit City in Cherry Hill, NJ

Based on 33,000 Square Feet of Roof Area

- Remove existing EPDM and 1.5" ISO board.
- *Mechanically fasten 1" ISO board into tectum deck using light weight fasteners.
- *mechanically fasten .045 white TPO into tectum decking using light weight fasteners.
- Reflash all curbs/projections using TPO material.
- Shop fabricate and install new .032 aluminum drip edge metal for perimeters.
- Seal to TPO roof using 6" TPO cover strip.
- Remove all debris associated with our work.
- Provide manufacturer's 15-year Total Systems Warranty.

*The use of a TPO mechanically attached system is conditional on achieving minimum pull-out rating for the light weight fasteners. A pull out test must be performed by the manufacturer prior to job start.

Terms and Conditions

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

TEMPORARY TIE-OFFS

Unless otherwise stated above, Night seals and temporary tie-offs of unlike materials are not warranted for water tightness by R. Titter Roofing, LLC.

MOVEMENT OF ROOF TOP MECHANICAL EQUIPMENT/CURB/SATELLITES:

Because roof top HVAC and other equipment incorporate the use of rigid piping – raising the units for the purpose of installing new roofing may result in unavoidable damage to the piping and subsequently to the mechanical unit itself. R.Titter Roofing, LLC will take every reasonable precaution when lifting roof top mechanical units for the purpose of installing new roofing under and/or around the unit(s). However, R.Titter Roofing, LLC shall not be held responsible for the

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payment of any invoice(s) due as a result of required repairs to the unit(s) caused by movement and/or lifting of roof top unit(s). Prior to signing this contract, the owner should inspect all roof top equipment. Should the owner have concerns about moving or lifting roof top condensers or any other equipment, we strongly suggest that the owner arrange to have his own HVAC or mechanical contractor disconnect unit(s) prior to our working in the area of the unit(s). By signing this proposal the building owner and or agent indemnifies, save and hold harmless R. Titter Roofing, LLC against any and all claims which may arise from raising roof top mechanicals.

SETTING NEW ROOF TOP CURBS

R. Titter Roofing, LLC will cut through all existing roofing material and fasten wood blocking to the structural deck. Curbs will be set and "shim" leveled on the wood nailer. It is the mechanical contractor/building owner's responsibility to verify leveling of the curb and unit and make any needed adjustments prior to installing/setting of the mechanical units on the curb. By signing this proposal the mechanical contractor, building owner and or authorized agent indemnifies, save and hold harmless R. Titter Roofing, LLC against any and all claims which may arise from setting/installing roof top mechanicals.

CLARIFICATIONS/EXCLUSIONS/PROVIDED BY OTHERS

1. On new construction buildings – The General Contractor will provide dumpsters for use by R. Titter Roofing, LLC.
2. On new construction buildings – All drains, clamp rings and drain pans will be provided and installed by others prior to start of our work.
3. On new construction buildings – Wood nailers and blocking at curbs furnished and installed by others prior to start of our work unless stated otherwise above in our scope of work.

MATERIAL PRICE INCREASE

Items in this proposal that are preceded by an (*) have been given a limited protected price time by our suppliers. The expiration date for which this material is protected is stated at the end of the line item.

Protected pricing means that our supplier will hold or guarantee the price for certain materials up to the specified date on the conditions that the material is available and delivered prior to the protected pricing expiration date.

The protected pricing becomes null and void when: 1) the supplier has sold all of its allotted stock of the material prior to the expiration of the protected price date. 2) we do not take delivery of the material by the protected pricing expiration date.

Due to conditions outside of our control we will not guarantee, promise or commit to the purchasing of protected price items prior to the stated expiration date unless one of the following occurs:

1. Our schedule allows us and the supplier can provide the required materials prior to the expiration date of the protected price.
2. In the event our schedule does not allow us to start the work prior to the expiration date, the building owner can choose to enter into an agreement to purchase the protected price material prior to the expiration date and load it onto the roof. Material will be covered

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with tarps but R. Titter Roofing, LLC is expressly released of any and all liability for the repair or replacement of the material in the event it is damaged prior to our starting work.

If neither of the aforementioned conditions happen then any increases in material cost which occur from the time our proposal is submitted until the time we load the roof become the responsibility of the building owner. The overall increase will be submitted to the owner in the form of a change order. No material will be ordered until the change order is approved in writing by the building owner.

Payment Terms: PROGRESS PAYMENTS AS WORK PROCEEDS

Unless otherwise stated permit fees, if any, are specifically excluded.

This proposal subject to acceptance within 15 days and it is void thereafter.

**We hereby propose to furnish labor and materials as stated above for the sum of: \$133,999.00
ONE HUNDRED THIRTY THREE THOUSAND NINE HUNDRED NINETY NINE——DOLLARS**

JOB COST	\$130,749.00
PERMIT FEES	<u>3,250.00</u>
TOTAL COST	\$133,999.00

Respectfully submitted,

Tim Kulsik

Accepted by:

Date

TJK/rt